

**WAIVER OF RIGHT TO CLAIM AGAINST THE PAYMENT BOND  
(PROGRESS PAYMENT)**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The undersigned, in consideration of the sum of \$ \_\_\_\_\_, hereby waives its right to claim against the payment bond for labor, services, or materials furnished through \_\_\_\_\_ (Insert Date) to Benning Construction Company on the job of \_\_\_\_\_ (Insert Owner's Name) to the following property:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT NUMBER, OR STREET ADDRESS OF THE PROJECT.)**

This waiver does not cover any retention of labor, services, or materials furnished after the date specified.

DATED on \_\_\_\_\_, \_\_\_\_\_.

\*Company Name: \_\_\_\_\_

By: ITS AUTHORIZED REPRESENTATIVE

\_\_\_\_\_(Seal)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\*Benning may rely on the statement of authorization in taking action based on this document.

**INDEPENDENT WAIVER BASED ON PRIOR PAYMENTS:**

**INDEPENDENT OF ITS EXECUTION OF A PAYMENT BOND WAIVER, THE UNDERSIGNED FURTHER ACKNOWLEDGES RECEIPT OF PAYMENT(S) TO DATE FOR THE PROJECT IN THE AMOUNT OF \_\_\_\_\_ (\$\_\_\_\_\_) FROM SUBCONTRACTOR AND/OR CONTRACTOR FOR LABOR EMPLOYED IN AND/OR MATERIALS FURNISHED, AND, THEREFORE, WAIVES AND RELEASES ANY AND ALL CLAIMS OR DAMAGES IT HAS AGAINST CONTRACTOR AND/OR CONTRACTOR'S SURETY, EXCEPT FOR THOSE THAT ARE EXPRESSLY RESERVED AND DETAILED AS FOLLOWS:**

\_\_\_\_\_

**THE UNDERSIGNED FURTHER REPRESENTS THAT ALL EMPLOYEES, LABORERS, MATERIALMEN, AND SUBCONTRACTORS EMPLOYED BY THE UNDERSIGNED IN CONNECTION WITH THE PROJECT HAVE BEEN FULLY PAID AND THAT NO OBLIGATIONS, LEGAL, EQUITABLE, OR OTHERWISE, ARE OWED BY THE UNDERSIGNED IN CONNECTION WITH THE PROJECT. WITH RESPECT TO THESE REPRESENTATIONS AND WARRANTIES, THE UNDERSIGNED DOES HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS CONTRACTOR, ITS PAYMENT AND PERFORMANCE SURETY, IF ANY, OWNER AND ANY OTHERS WHOM A CLAIM MAY BE ASSERTED FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, EXPENSES, AND THE LIKE INCURRED ON THE PROJECT THAT ARE COVERED BY THIS REPRESENTATION. IF CONTRACTOR HAS TO DEFEND ANY CLAIM RESULTING FROM LACK OF PAYMENT BY UNDERSIGNED TO A SUPPLIER, LABORER, MATERIALMEN, AND/OR SUBCONTRACTOR, ANY OR ALL EXPENSES INCURRED BY CONTRACTOR INCLUDING LEGAL FEES, COURT OR ARBITRATION COSTS, WILL BE THE RESPONSIBILITY OF THE UNDERSIGNED .**

**THIS INTERIM WAIVER AND RELEASE DOES HEREBY WAIVE, RELEASE, AND RELINQUISH ANY AND ALL CLAIMS, ACTS, EVENTS, CIRCUMSTANCE, CONSTRUCTIVE OR ACTUAL DELAYS, ACCELERATIONS, EXTRA WORK, DISRUPTIONS, INTERFERENCES AND THE LIKE WHICH HAVE OCCURRED, OR MAY BE CLAIMED TO HAVE OCCURRED, PRIOR TO THE EFFECTIVE DATE HEREOF, EXPECTING ONLY ANY CLAIMS CURRENTLY UNRESOLVED FOR WHICH WRITTEN NOTICE HAS BEEN PROVIDED TO CONTRACTOR AS FOLLOWS:**

\_\_\_\_\_  
GIVEN UNDER HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
(CORPORATE SEAL)

\_\_\_\_\_  
(COMPANY NAME)

SWORN TO AND SUBSCRIBED BEFORE ME  
THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2017.

\_\_\_\_\_  
(COMPANY ADDRESS)

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(COMPANY TELEPHONE)

MY COMMISSION EXPIRES:

\_\_\_\_\_  
(OFFICER SIGNATURE)

\_\_\_\_\_  
(PRINT NAME)

